

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

LG EXPRESS GROUP, INC.)
v. Plaintiff,) Case No.
UNITED SPECIALTY INSURANCE CO.,)
Defendant.)

COMPLAINT

NOW COMES Plaintiff, LG EXPRESS GROUP, INC., and for its Complaint against Defendant, UNITED SPECIALTY INSURANCE CO., alleges as follows:

PARTIES

1. Plaintiff, LG EXPRESS GROUP, INC., ("LG") is an Illinois corporation with its headquarters and principal place of business being in Illinois. LG is a motor carrier providing cargo transportation by, *inter alia*, tractor-trailer units.
2. Defendant, UNITED SPECIALTY INSURANCE CO. ("USIC"), is a Delaware corporation with its headquarters and principal place of business being in the state of Texas. USIC. While a domestic property and casualty insurer and/or domestic surplus lines insurer.

JURISDICTION AND VENUE

3. Federal jurisdiction exists under 28 U.S.C §1332(a)(1) in that the parties are citizens of different states and the amount in controversy in this claim exceeds SEVENTY-FIVE THOUSAND AND NO/100 (\$75,000.00) DOLLARS.

STATEMENT OF FACTS

4. In May 2019, the parties entered into an insurance policy issued by USIC as insurer with LG as the insured party (hereinafter the “Policy”). The term of the Policy was for a

one-year period May 10, 2019 through May 10, 2020. Under the Policy, USIC provided insurance coverage to LG for losses on cargo carried by LG.

5. Under the Policy, LG had a duty to report new drivers and equipment within 30 days of lease or hire.

6. On or about April 22, 2019, LG leased a cargo trailer from ILG International Logistics Group, Inc. with a Vehicle Identification Number of IUYS253K35030023HSDJAPR2GN293197(hereinafter the “Trailer”).

7. On or about July 25, 2019, LG hired one Donald Hudson as a driver.

8. On or about July 25, 2019, LG leased a tractor from ILG International Logistics Group, Inc. with a Vehicle Identification Number of 3HSDJAPR2GN293197 (hereinafter the “Tractor”).

9. On or about July 25, 2019, LG loaded the Trailer with cargo for a client valued at over \$75,000 (the “Cargo”), and Hudson commenced to transport the Cargo using the Tractor and the Trailer.

10. On or about July 25, 2019, while Hudson operated the Tractor to transport the Cargo, the Tractor caught fire, resulting in damage to the Cargo.

11. On July 26, 2019, LG registered Hudson as a driver and the Tractor as equipment under the Policy, within the 30-day requirement for registration.

12. The LG client has rejected the Cargo at a loss to LG in excess of SEVENTY-FIVE THOUSAND AND NO/100 (\$75,000.00) DOLLARS (hereinafter the “Cargo Loss”).

13. From and after July 26, 2019, LG has made claim under the Policy for the Cargo Loss.

14. USIC has rejected LG’s claim for insurance coverage on the Cargo Loss,

asserting the incorrect contention that the Tractor was leased by LG on April 22, 2019 but not registered for policy purposes within 30 days of the lease, when only the Trailer was leased on that date.

COUNT I

Breach of Contract

15. LG repeats and realleges the allegations of Paragraphs 1 through 14 of this Complaint as if restated herein in full.

16. The Policy constitutes a contract between the parties.

17. LG has paid all premiums due and otherwise complied fully with all requirements under the Policy for coverage of the Cargo Loss.

18. Under the Policy, USIC has an obligation to pay LG insurance proceeds for the Cargo Loss.

19. Despite repeated demands by LG, USIC has wrongfully refused to pay LG the amount due LG as insurance proceeds for the Cargo Loss in breach of USIC's obligations under the Policy.

20. As a direct and proximate result of USIC's breach of the Policy, LG has sustained damages in excess of SEVENTY-FIVE THOUSAND AND NO/100 (\$75,000.00) DOLLARS.

WHEREFORE, Plaintiff, LG EXPRESS GROUP, INC., respectfully requests that judgment be entered in its favor and against Defendant, UNITED SPECIALTY INSURANCE CO., granting the following relief:

- A. An award of monetary damages to be determined at trial;
- B. An award of Plaintiff's costs in this action; and
- C. All such other and further relief as this Honorable Court deems just and equitable.

LG EXPRESS GROUP, INC.

By: /s/ Anthony J. Peraica

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